

AG Contract No : KR05-0351TRN
ADOT ECS File No : JPA 05-020
TRACS: MAINTAGR
Project No : N/A
Section: SR 86 at Kinney Road Pima County
Budget Source Item No : N/A

JOINT PROJECT AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
DREXEL HEIGHTS FIRE DISTRICT

THIS AGREEMENT is entered into this date June 8 2005 pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE of Arizona, acting by and through its Department of Transportation (the "State") and Drexel Heights Fire District, of Pima County, acting by and through it's Governing Board.

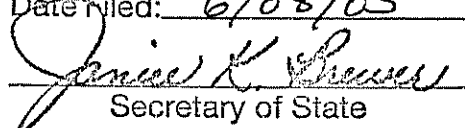
I. RECITALS

1 The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.

2 The Drexel Heights Fire District is empowered by Arizona Revised Statutes Section 48-805(b)(12) to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the Board.

3 The State has agreed to allow Drexel Heights Fire District to install an emergency vehicle pre-emption system on the traffic signal at the intersection of SR 86 (Ajo Highway) and Kinney Road, in the Tucson District, hereinafter referred to as the "Project" The Fire District will provide the emergency vehicle pre-emption system (EVP) for the existing traffic signal, and provide replacement parts for any repairs required for the EVP. The State will continue to maintain the traffic signal The purpose of this Agreement is to define each party's responsibility

THEREFORE, in consideration of the mutual covenants expressed herein, it is further agreed as follows:

NO. 27547
Filed with the Secretary of State
Date Filed: 6/08/05

Secretary of State

By: Mary Vandoren

II. SCOPE OF WORK

1. The State Shall:

a. Require Drexel Heights Fire District to apply and receive approval for an Encroachment Permit, through the Tucson District Permits Office, for the installation of the EVP equipment.

b. Continue to maintain the traffic signal and components within the controller cabinet including all EVP components and any EVP components attached to a signal pole or mast arm.

c. Inspect the installation of the EVP system.

d. It is understood and agreed that the State assumes no financial obligation for the Project.

2. The Drexel Heights Fire District Shall:

a. Obtain an Encroachment Permit through the Tucson District Permits Office for the installation of the EVP equipment.

b. At time of installing the EVP equipment, conduct work in a manner to minimize traffic congestion and interference with through traffic. All traffic control will meet the requirements of the Arizona Department of Transportation's "Uniform Traffic Control Manual".

c. Be responsible for all initial costs including the purchase and installation of the EVP system and replacement parts for any repairs required.

III. MISCELLANEOUS PROVISIONS

1. The State assumes no financial obligation or liability under this Agreement for the Project.

2. The Drexel Heights Fire District hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all cost and/or damage incurred by any of the above and from any other damage to any person or property whatsoever which is caused by any activity, condition, misrepresentation, directives, instruction or event arising out of the performance or nonperformance of any provisions of this Agreement by the State, any of its departments, agencies, officers and employees of Drexel Heights Fire District, and of its agents, officers and employees, or any of its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include, in the event of any action, court costs, expenses of litigation and attorneys' fees.

3. This Agreement shall become effective upon filing with the Secretary of State.

4. This Agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

5. In the event of any controversy, which may arise out of this Agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this Agreement.

7. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

8. Non-Availability of Funds. Every payment obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

9. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17th Avenue, Mail Drop 616E
Phoenix, AZ 85007 FAX (602) 712-7424

Drexel Heights Fire District
5030 S. Camino Verde
Tucson, AZ 85735
Att: Doug Chappell, (520) 883-4341

10. Pursuant to Arizona Revised Statutes, Section 11-952 (D), attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this Agreement and that the Agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

DREXEL HEIGHTS FIRE DISTRICT

STATE OF ARIZONA

Department of Transportation

By 

RON GREIL, BOARD CHAIR

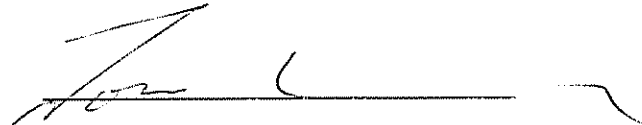
By 

DOUGLAS A. FORSTIE P.E.
Deputy State Engineer, Operations

ATTORNEY APPROVAL FORM
FOR DREXEL HEIGHTS FIRE DISTRICT

I have reviewed the above referenced Agreement between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and Drexel Heights Fire District, an Agreement among public agencies, which, has been reviewed pursuant to A R S. section 11-951 through 11-954, and declares this Agreement to be in proper form and within the powers and authority granted to Drexel Heights Fire District, under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this 20th day of MAY, 2005.



Attorney

RESOLUTION NO. 2005-10

A RESOLUTION OF THE GOVERNING BOARD OF THE DREXEL HEIGHTS FIRE DISTRICT APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE DREXEL HEIGHTS FIRE DISTRICT AND THE STATE OF ARIZONA FOR INSTALLATION OF A TRAFFIC SIGNAL PREEMPTION SYSTEM.

WHEREAS, the State is the owner of the traffic signal at the intersection of Ajo Highway and Kinney Road; and

WHEREAS, the District would like to install a traffic preemption system on that traffic signal to allow its emergency vehicles to preempt traffic flow to allow for faster and safer emergency response; and

WHEREAS, the State and the District wish to contract with respect to the installation, use and maintenance of the system; and

WHEREAS, staff from the State has prepared an Intergovernmental Agreement for those purposes, attached hereto as Exhibit A and incorporated herein by this reference; and

WHEREAS, the Drexel Heights Fire District and the State desire to avail themselves of all provisions of law applicable to the Intergovernmental Agreement and desire to jointly exercise their powers as provided for in A.R.S. §11-951, et seq.; and

WHEREAS, the Board of the Drexel Heights Fire District has reviewed the terms and conditions of the Intergovernmental Agreement and finds that entering into it is in the best interests of the District and its residents.

NOW, THEREFORE, BE IT RESOLVED by the Board of the Drexel Heights Fire District that the District enter into the Intergovernmental Agreement, attached hereto as Exhibit A.

BE IT FURTHER RESOLVED that the Chairman of the Board is hereby authorized to sign the Intergovernmental Agreement; and District officers and staff are hereby authorized to take all steps and spend all funds required to implement the Intergovernmental Agreement and carry out its intents and purposes.

PASSED AND ADOPTED by the Governing Board of the Drexel Heights Fire District,
this 20th day of May, 2005.



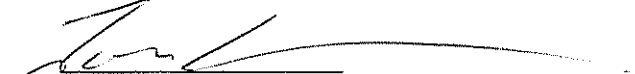
Ron Greil, Board Chair

ATTEST:



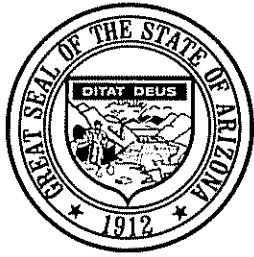
James L. Bertrand
Clerk of the Board

APPROVED AS TO FORM:



Thomas Benavidez
District Attorney

EXHIBIT A
[INTERGOVERNMENTAL AGREEMENT]



**ATTORNEY GENERAL
CIVIL DIVISION
TRANSPORTATION SECTION**

MEMORANDUM

Jeffrey T. Murray
Assistant Attorney General

Direct: (602) 542-8859
Fax: (602) 542-3646


**INTERGOVERNMENTAL AGREEMENT
DETERMINATION**

A.G. Contract No. KR05-0351TRN (**JPA 05-020**), an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED June 6th, 2005.

TERRY GODDARD
Attorney General



JEFFREY T. MURRAY
Assistant Attorney General
Transportation Section

JTM:dgr
Attachment
908203